- 2. That by the terms of said mortgage, in case of any default in the payment of the interest thereon, when and as the same becomes due and payable, or in case of a default of the payment of the principal of said mortgage when the same becomes due, or in case of a default in any of the other covenants and agreements in said mortgage contained, it shall then be lawful for the said mortgagee, Your Petitioner, his executors, administrators or assigns, to sell the property so mortgaged at public sale, either on the premises or at the Court House door in Frederick City, Maryland, after having given at least twenty days public notice of the time, place, manner and terms of sale in some newspaper published in said County, prior to the day of sale, and to apply the proceeds of sale to the payment of all taxes, public dues or assessments levied on said property; then to the payment of all the costs and expenses of making such sale, including counsel fees and commissions; then to the payment of the mortgage debt, including all \_ due and not paid, and to pay the surplus, if any, over to the said Byron E. Mercer, his heirs or assigns.
- 3. That a default did occur on part of the said mortgagor, the said Byron E. Mercer, in the payment of the mortgage debt and of the interest thereon when the same, respectively, became due and payable, according to the provisions of said mortgage, authorizing and empowering Your said Petitioner to exercise the power of sale in said mortgage contained.
- 4. That being so authorized and empowered Your Petitioner gave notice by advertising in the Evening News, a newspaper published in Frederick County, prior to the date of sale, for more than twenty days, the time, place, manner and terms of sale, and on the 24th. day of February, A. D. 1931, at the hour of eleven o'clock, A. M. at the Court House dcor in Frederick City, Maryland, the time and place mentioned in said advertisement, having previously given bond in the penalty of seven thousand dollars, which bond has been duly approved and filed with the Clerk of Your Honorable Court, attended and offered for sale at public sale the property mentioned said mortgage, the same being the tract of 70.28 acres of land, with the improvements thereon, situated in Liberty election district in said County, as set forth in said advertisement, and then and there became the purchaser of said property at and for the gross sum of twelve hundred dollars, he being the highest and best bidder therefor, as appears by the memorandum of purchase, signed by the said purchaser, and filed herewith as exhibit No. 2.
- 5. That said mortgage note for the payment of the said sum of thirty-five hundred dollars, duly executed by the said Byron E. Mercer, no part of the principal of which has been paid, is filed herewith as exhibit No. 3.
- 6. That the gross amount of sales is the sum of twelve hundred dollars, \$1,200.-.

  And as in duty bound &c.

Mordecai C. Jones Mortgagee.

State of Maryland, Frederick County, to-wit:

I hereby certify that on this 24th day of February in the year 1931 personally appeared Mordecai C. Jones, mortgagee, and made oath in due form of law that the matters and things set forth in the aforegoing report of sales are just and true as therein stated, to the best of his knowledge and belief and that the sales therein reported were fairly made.

Eli G. Haugh Clerk of the Circuit Court for Frederick Co.

(Filed February 24, 1931)

EXHIBIT NO.1.

At the request of Mordecai C. Jones the following Mortgage is received for record and recorded Aug. 1, 1928 at 10:35 o'clock A. M.

Test: Eli G. Haugh, Clerk.

This Mortgage, made this 1st day of August in the year nineteen hundred and twenty-eight by me, Byron E. Mercer, widower, of Frederick County in the State of Maryland.